# **EXHIBIT 2**

Subscription Agreement			
🗠 Subscription Agreement 🕒 Extended inquiry 🗀 Report(s)	Subscription Agreement	T Extended Inquire	☐ Report(s)

## SUBSCRIPTION SERVICE AGREEMENT

BILL TO:		DELIVER TO:	SAME AS BILL TO
Company:	Analysis Group	Company:	
Name: Ivan Maryanchyk Name:			
Title:	Manager	Title:	
Address:	800 17th Street, NW, Suite 400	Address:	
City/State/Zip:	Washington, DC 20006	City/State/Zip:	
Country: USA Country:			
E-mail: <u>Ivan.Maryanchyk@analysisgroup.com</u> E-mail:			
Telephone:	(202) 530-2009	Telephone:	
Client Distribution	on Rights: X Single-site* 🗆 Multi site* 🗆 G	lobal *	*see Instructions

Service Dates:	NAME OF SERVICE		Service Fees:
1/26/15 - 07/26/15	PriceTRAX		\$18,000 USD
	(Global License; 5 Power Users; Seat	License)	
1/26/15 - 07/26/15	SpecTRAX		\$7,000 USD
	(Global License; 5 Power Users; Seat	License)	
		Subtotal	\$25,000 USD
		Тах	
		Balance Due	\$25,000 USD
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### Other Instructions:

6-month regional subscription term. Reports available via password access to Strategy Analytics website. Fees based on a "global, 5 power-user" seat-based license to SpecTRAX & PriceTRAX (database for ALL phones, specifications and pricing data) globally for Analysis Group.

FULL analyst inquiry privileges (8 hours per service to be used at any time within the term of the agreement) and web access to be provided to Analysis Group. Web access includes all available archived report publications/ forecasts (back to January 2007).

Name (Print): Analysis Group	Christopher Borek
Ву:	7.////
Title:	Manager
Date:	December 23, 2014
Name (Print): Strategy Analytics	Tyler Poe
Ву:	Tyler loe
Title:	Account Manager

By signing above, you acknowledge receipt of, and agree to, the Terms & Conditions on Page Two (2)

Please fax or PDF back the signed subscription agreement (contract) to:

Tyler Poe, Account Manager
199 Wells Avenue, Suite 108, Newton, MA 02459 USA
Tel: 617.614.0771 Fx: 617.614.0799
tpoe@strategyanalytics.com

# STRATEGY ANALYTICS, INC. SUBSCRIPTION AGREEMENT

### **Terms & Conditions**

Term-This is a subscription agreement, without cancellation rights on the part of the Customer, for a term of 6 months ending on the 24th day of the month noted above.

Authority-The person signing this agreement in a representative capacity on behalf of the Customer warrants that such signature and the execution of this agreement are fully authorized by the Customer.

Use-The reports, materials, documents, inquiry support and briefings provided to the Customer under this agreement ("Materials") are for the sole and exclusive use of the Customer. Customer shall treat such Materials as confidential and shall not disclose, copy, reproduce or provide any such Materials or the contents thereof to any other person or entity at any time, whether during or after the term of this agreement. Provided however, Customer may use the Materials in the normal course of its consulting business including providing analytical results and reports created using the Materials which do not contain raw data to its clients and third-party experts. Customer may provide the Materials to any party as required by any applicable statutory or regulatory authority, court rules, court order, or subpoena.

Warranty-The reports, materials, documents, support and briefings provided to the Customer under agreement are based on research and information obtained from third parties. Every reasonable effort will be made to insure the accuracy and reliability of that information but no unqualified assurance of accuracy can be provided. Among the important factors that could cause actual results or events to differ materially from those indicated by any forward-looking statement are delays in product development, product performance issues, competitive pressures and general economic conditions However, in no event shall SAI be liable for any loss or damage, nor for any lost profits, or indirect, special or consequential damages incurred by the Customer based on the use of or reliance on such materials.

Dispute Resolution-Any controversy or claim arising under this agreement shall be settled by arbitration in the City of Boston in accordance with the Rules of the American Arbitration Association. The costs of the arbitration including the compensation of the Arbitrator shall be borne by the non-prevailing party. Judgment on the Award may be entered in any Court having competent jurisdiction. Nothing in this section shall be deemed to waive the right of a party to seek injunctive or other prejudgment relief in the courts of the Commonwealth of Massachusetts.

Entire Agreement-This agreement sets forth the entire agreement of the parties. Only a writing signed by both parties may modify it.

Governing Law-This agreement shall be governed by the laws of Massachusetts, both as to interpretation and performance.